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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,

Plaintiff,

- v. -

WEBSTER AV MANAGEMENT, LLC,

Defendant,
----- X

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: 16 Civ. 9913 (PGG)
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: STIPULATION AND ORDER OF
: SETTLEMENT AND DISMISSAL
:
:

WHEREAS, on December 23, 2016, the United States brought this action (the "Action") to enforce the accessible design and construction provisions of the Fair Housing Act (the "FHA"), codified at 42 U.S.C. § 3603(f)(3);

WHEREAS, on January 26, 2017, the Court entered a Consent Order of Preliminary Injunction (the "Preliminary Injunction") in this Action, requiring defendant Webster AV Management, LLC ("Webster") to ensure that two residential apartment complexes in Bronx, New York — 640 West 238th Street and 3707 Blackstone Avenue — that Webster was then constructing will comply with the FHA's Accessible Design requirements;

WHEREAS, the United States and Webster have reached a stipulation on certain terms that resolve this matter in its entirety, as set forth in Exhibit A attached hereto (the "Settlement Stipulation");

WHEREAS, the Settlement Stipulation does not modify, and shall not be construed to modify, the terms and requirements of the Preliminary Injunction as to the two residential apartment complexes subject to that injunction;

IT IS HEREBY STIPULATED AND AGREED, by and between the United States and Webster, as follows:

1. This Action is stayed for a period of six months to permit Webster to implement the

applicable requirements of paragraphs 29-33, 40-42, 46 and 47 of the Settlement Stipulation.

2. No later than seven months from the entry of this Stipulation and Order, the United States and Webster shall submit a joint status letter to the Court to indicate whether the applicable requirements of paragraphs 29-33, 40-42, 46 and 47 of the Settlement Stipulation have been implemented. In the event that the joint status letter submitted by the United States and Webster indicates that the implementation of those requirements has been completed, this Action shall be dismissed without prejudice to reinstatement upon the application of any party in the event of a breach of the provisions of the Settlement Stipulation, provided that such application is made within three years following the entry of this Stipulation and Order.
3. In the event that no party has applied for reinstatement pursuant to Paragraph 2 above and that the parties have not agreed, in writing, to extend the term of the Settlement Stipulation, this action shall be dismissed with prejudice and not subject to reinstatement after three years following the entry of this Stipulation and Order.

4. Each party to the action shall bear its own costs and attorney's fees.

GEOFFREY S. BERMAN
United States Attorney

By: 

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By: 

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Counsel for Webster

SO ORDERED

DATED: December 12, 2018
New York, New York



HON. PAUL G. GARDESHE
UNITED STATES DISTRICT JUDGE

Exhibit A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA,
Plaintiff,

v.

WEBSTER AV MANAGEMENT, LLC,
Defendant.

16 Civ. 9331 (PGG)

**STIPULATION OF
SETTLEMENT**

INTRODUCTION

This Stipulation of Settlement (the "Stipulation") is entered into between Plaintiff the United States of America (the "United States" or the "Government") and defendant Webster AV Management, LLC, along with its subsidiaries and affiliates (collectively, "Webster AV") that own and operate the following rental complexes: Riverdale Parc in Bronx, New York, and Bluestone Commons in Maybrook, New York;

WHEREAS, the United States brought this action (the "Action") to enforce provisions of the Fair Housing Act ("FHA"), codified at 42 U.S.C. §§ 3601–3619. Specifically, the United States' complaint in this Action, filed on December 23, 2016, alleges that Webster AV has engaged in a pattern or practice of discrimination, and has denied rights to a group of persons in a manner raising an issue of general public importance, by failing to design and/or construct the Riverdale Parc and the Bluestone Commons rental complexes with the features of accessible and adaptive design and construction required by the FHA, 42 U.S.C. § 3604(f)(3)(C);

WHEREAS, Riverdale Parc and Bluestone Commons are subject to the accessible design and construction requirements of the FHA, 42 U.S.C. § 3604(f)(3)(C);

A. Defendant

WHEREAS, Webster AV, is a New York business organization that, directly and/or operating through its subsidiaries and affiliates, developed Riverdale Parc and Bluestone

Commons and, in that capacity, participated in the design and construction of these apartment complexes;

B. Relevant Requirements of the Fair Housing Act

WHEREAS, the FHA provides that residential buildings with four or more dwelling units, and one or more elevators, designed and constructed for first occupancy after March 13, 1991, are Covered Multifamily Dwellings and must include certain basic features of accessible design as set forth in 42 U.S.C. §§ 3604(f)(3)(C) and (f)(7)(A);

WHEREAS, the accessible and adaptive design provisions of the FHA require that for Covered Multifamily Dwellings: (i) the public use and common use portions of such dwellings are readily accessible to and usable by persons with a disability; (ii) all the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by persons with a disability using wheelchairs; (iii) all premises within such dwellings contain the following features of adaptive design: (I) an accessible route into and through the dwelling; (II) light switches, electrical outlets, thermostats, and other environmental controls in accessible locations; (III) reinforcements in bathroom walls to allow later installation of grab bars; and (IV) usable kitchens and bathrooms such that an individual using a wheelchair can maneuver about the space. 42 U.S.C. § 3604(f)(3)(C) (these provisions and features are referred to herein as the "Accessible Design Requirements");

WHEREAS, on January 26, 2017, the Court entered a Consent Order of Preliminary Injunction (the "Preliminary Injunction") in this Action, requiring Webster AV to ensure that two residential apartment complexes in Bronx, New York — 640 West 238th Street and 3707 Blackstone Avenue — that Webster AV was then constructing will comply with the FHA's Accessible Design requirements;

WHEREAS, this Stipulation does not modify, and shall not be construed to modify,

the terms and requirements of the Preliminary Injunction in relation to the two residential apartment complexes subject to that injunction;

C. Conditions at Riverdale Parc and Bluestone Commons

WHEREAS, Riverdale Parc is a residential apartment building located at 2727 Henry Hudson Parkway in Bronx, New York. Riverdale Parc contains 54 rental units and has elevator access. The public and common features at Riverdale Parc include a residents' lounge, a fitness room, and a terrace veranda;

WHEREAS, an inspection of Riverdale Parc was conducted on June 28, 2017, and that inspection specifically identified, among others, the following conditions at Riverdale Parc that the United States alleges fail to meet the Accessible Design Requirements:

- Excessively high threshold and lack of clear floor space at the building entrance that interferes with accessible route for persons who use wheelchairs;
- Insufficiently wide bedroom and bathroom doors in most individual units that interfere with accessible routes for persons who use wheelchairs;
- Bathroom lavatories in a number of individual units that lack sufficient clearance for persons who use wheelchairs;
- Locations of thermostats, light switches, and electrical outlets in most of the individual units make them inaccessible to persons who use wheelchairs;
- Excessively high thresholds at the entrances to a number of individual units that interfere with accessible routes for persons who use wheelchairs; and
- Toilets in the residents' lounge that are both too low and lack grab bars.

WHEREAS, Bluestone Commons is a residential apartment complex located at 401 Bluestone Court in Maybrook, New York. The Bluestone Commons complex contains a total of 70 rental units in three separate buildings, each of which has elevator access, and has been marketed as a community for adults over the age of 55.

WHEREAS, an inspection of Bluestone Commons was conducted on July 8, 2016,

and that inspection specifically identified, among others, the following conditions at Bluestone Commons that the United States alleges fail to meet the Accessible Design Requirements:

- Excessively high threshold at the entrances of all three buildings that interfere with accessible route for persons who use wheelchairs;
- Insufficiently wide bedroom and bathroom doors in most individual units that interfere with accessible routes for persons who use wheelchairs;
- Excessively high thresholds at the entrances to a number of individual units and at the balcony doors within individual units that interfere with accessible routes for persons who use wheelchairs;
- Locations of thermostats, light switches, and electrical outlets in most of the individual units make them inaccessible to persons who use wheelchairs; and
- Excessively high thresholds to both patios of the club room for residents.

D. Agreement of the Parties to this Stipulation

WHEREAS, the parties agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3614(a), and further agree that this controversy should be resolved without further proceedings and without an evidentiary hearing or a trial;

WHEREAS, the parties' agreement to this Stipulation is not intended to and does not limit Webster AV, individually or collectively, from instituting a separate action seeking contribution, or damages in the nature of indemnification or breach of contract or for any other reason from any individual or entity involved in the design and/or construction of any property that is the subject of this Stipulation; and

WHEREAS, Webster AV agrees to make modifications to Riverdale Parc and Bluestone Commons as set forth herein and the attached appendices; and the parties agree to this Stipulation.

It is hereby AGREED, by and between the parties:

I. COMPLIANCE WITH THE FHA

1. Webster AV and each of its officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with them, agree that they will not discriminate on the basis of disability as prohibited by the FHA, 42 U.S.C. § 3604.

II. RETROFITS AT RIVERDALE PARC AND BLUESTONE COMMONS

2. The United States alleges that Riverdale Parc and Bluestone Commons were not designed or constructed in accordance with the FHA or the Fair Housing Accessibility Guidelines, Design Guidelines for Accessible/Adaptable Dwellings, 56 Fed. Reg. 9472 (Mar. 6, 1991) (the "Guidelines"). Without admitting liability, Webster AV agrees to address the conditions alleged to be FHA violations at Riverdale Parc by making the modifications set forth in Appendices A-1 and B-1, and agrees to address the conditions alleged to be FHA violations at Bluestone Commons by making the modifications set forth in Appendices A-2 and B-2.

A. Modifications to the Public and Common Use Areas

3. Webster AV acknowledges that certain of the public and common use areas at Riverdale Parc and Bluestone Commons as herein enumerated do not meet the requirements of any recognized safe harbor for compliance with the FHA. Webster AV agrees to modify the public and common use areas of Riverdale Parc and Bluestone Commons by taking the actions described herein and in Appendices A-1 and A-2, respectively.

4. As soon as reasonably possible, but no later than nine (9) months after the execution of this Stipulation, Webster AV shall finish all the retrofits listed in Appendices A-1 and A-2. Webster AV shall make reasonable efforts to minimize inconvenience to residents of Riverdale Parc and Bluestone Commons in making such retrofits.¹

¹ As provided in Paragraph 58 below, the United States and Webster AV may extend by

5. Within thirty (30) days of the execution of this Stipulation, Webster AV shall provide written notices to all residents at Riverdale Parc and Bluestone Commons stating that retrofits required under this settlement will be performed in the public and common use areas at Riverdale Parc and Bluestone Commons. Such notices shall conform to Appendix C and may be delivered in hard copy or electronically.

6. Webster AV shall certify to the United States in writing that the notices required by Paragraph 5 have been distributed as well as the manner of distribution. Such certification shall include the names and addresses of all persons to whom the notices were sent.

B. Modifications to Dwelling Unit Interiors

7. Webster AV acknowledges that certain of the dwelling unit interiors of Riverdale Parc and Bluestone Commons as herein enumerated do not meet the requirements of any recognized safe harbor for compliance with the FHIA. Webster AV agrees to modify certain of the dwelling unit interiors of Riverdale Parc and Bluestone Commons by taking the actions described herein and in Appendices B-1 and B-2, respectively.

8. For each unit at Riverdale Parc listed in Appendix B-1 and each unit at Bluestone Commons listed in Appendix B-2, as soon as reasonably possible, but no later than twelve (12) months from the execution of this Stipulation (unless otherwise specified in Appendices B-1 and B-2), Webster AV shall finish the retrofits listed in Appendix B-1 at Riverdale Parc and those listed in Appendix B-2 at Bluestone Commons. Webster AV shall make reasonable efforts to minimize inconvenience to residents in making such retrofits.

9. Within thirty (30) days from the date of the execution of this Stipulation, Webster AV shall inform each resident who resides in an individual dwelling unit that is subject to being retrofitted at Riverdale Parc and Bluestone Commons, respectively, that: (1) the United States

agreement the deadline for completing certain of the public and common area retrofits.

has alleged that certain features of the resident's unit do not meet the accessible and adaptive design requirements of the FHA and that, to settle this lawsuit, Webster AV agreed to retrofit certain features of the unit to make them more accessible; (2) the retrofits set forth in Appendices B-1 and B-2 will be provided within 45 days of any request but will, in any event, take place within twelve months, unless otherwise specified in the Stipulation; and (3) the scheduling of the retrofits will take into account the preferences and convenience of the resident or future resident and that relocation costs, if any, will be provided in advance. The notice shall be substantially in the form of Appendix D and may be delivered electronically or in hard copy.

10. Webster AV shall certify to the United States in writing that the notices described in paragraph 9 have been distributed and shall specify the manner in which they were distributed, within thirty (30) days after such distribution. Such certification shall include the names and addresses of the persons to whom the notices were sent.

III. NO ADVERSE ACTION

11. Neither present nor future residents of Riverdale Parc or Bluestone Commons may be charged any additional rent, deposit, fee, or other consideration for the units in which retrofits are or may be implemented because of completed, contemplated, or possible retrofits required under this Stipulation. Webster AV shall take no adverse action against any present or future resident of Riverdale Parc or Bluestone Commons because such person requests to have his or her apartment, or prospective apartment, modified in accordance with this Stipulation. Nothing in this paragraph, however, shall restrict or impede Webster AV's rights with respect to any of the properties that are the subject of this Stipulation to continue, in a non-discriminatory manner, to lawfully establish and raise rents consistent with their business goals and obligations and with market conditions, including increasing rents after the expiration of a current lease due to an increase in the market value of the unit, whether or not such increase is on account of

upgrades to such unit (other than retrofits required under this Stipulation) done at or about the same time as retrofits required under this Stipulation. Performance of the retrofits required by the terms of this Stipulation does not constitute a diminution in services provided at Riverdale Parc or Bluestone Commons.

IV. IMPEDIMENTS TO PERFORMANCE

12. In the event that any act or omission beyond Webster AV's control and occurring without its fault or negligence affects the performance of any requirement in Sections II of the Stipulation, Webster AV and the United States shall endeavor, in good faith, to determine whether modifications to this Stipulation are necessary. In particular, if a resident at Riverdale Parc or Bluestone Commons refuses (whether lawfully or not) to vacate a unit such that a retrofit required to be made under this Stipulation may not be made, the parties shall endeavor, in good faith, to reach agreement on a substitute unit in which a retrofit can be made. Nothing herein shall be construed as requiring Webster AV to bring a lawsuit against a resident who refuses to allow Webster AV to perform a retrofit to that resident's unit, as specified in Section II of this Stipulation; and nothing herein shall be construed as requiring Webster AV to perform any act beyond the expiration of this Stipulation except as specified in this paragraph and Paragraph 20.

V. NEUTRAL INSPECTOR

13. Webster AV shall enter into a contract with a neutral inspector approved by the United States ("Inspector") to conduct on-site inspections of all retrofits performed under this Stipulation to determine whether modifications have been made in compliance with the specifications in Appendices A-1 and B-1 at Riverdale Parc and Appendices A-2 and B-2 at Bluestone Commons. The Inspector shall have expertise in the design and construction requirements of the FHA.

14. The Inspector may, upon request of Webster AV, review and comment upon the sufficiency of all proposed retrofits in writing in advance of any retrofit by Webster AV, but such review and comment shall be completed no later than thirty (30) days after the request.

15. An initial inspection of Riverdale Parc and Bluestone Commons shall take place within thirty (30) days of the completion of all of the retrofits (except for retrofits to be made at a resident's request, on vacancy, or prior to the expiration of the Stipulation) set forth in, respectively, Appendices A-1 and B-1 and Appendices A-2 and B-2, or as soon thereafter as practicable.

16. With regard to the retrofits for Riverdale Parc and Bluestone Commons that are required to made at a resident's request, on vacancy, or prior to the expiration of the Stipulation, and as set forth in Appendices B-1 and B-2, an initial inspection of those retrofits shall take place within thirty (30) days after four years have passed from the execution of this Stipulation.

17. For each initial inspection, Webster AV shall give the United States at least twenty-one (21) days prior notice of the inspection and shall give the United States an opportunity to have its representative present for the inspection.

18. The Inspector shall set out in writing the results of his or her inspection, including any deficits, and shall send that report to Webster AV and to the United States.² The report shall state whether the retrofits required by the applicable Appendix or approved retrofit proposal have been completed, and shall list any required retrofits that were not completed.

19. If the inspection indicates that not all of the required retrofits have been made as specified in the applicable Appendices, or retrofit proposals, Webster AV shall correct any

² For purposes of this Stipulation, notices provided to the United States shall be addressed to Chief, Civil Rights Unit, Office of the United States Attorney for the Southern District of New York, 86 Chambers Street, Third Floor, New York, NY 10007. Electronic courtesy copies also shall be delivered to the undersigned Assistant United States Attorneys.

deficiencies within sixty (60) days and shall pay for another inspection by the same Inspector to certify that the deficiencies have been corrected. This process shall continue until the Inspector certifies that all of the necessary modifications have been made. Webster AV shall pay all of the Inspector's reasonable costs associated with these inspections, and such payments shall be made without regard to the Inspector's findings. Upon reasonable notice, representatives of the United States shall be permitted to inspect the modifications and/or the third-party inspection reports provided for in this Stipulation, to ensure compliance.

20. Nothing in this Stipulation shall relieve Webster AV of its obligations to schedule inspections and/or correct deficiencies as set forth in this Section (including, but not limited to, inspection of the retrofits that Webster AV is required to make prior to the expiration of the Stipulation) even if such obligations extend beyond the duration of this Stipulation. Webster AV shall be entitled to have its representatives, agents and/or experts attend any such inspections

VI. TRANSFER OF INTEREST IN PROPERTIES

21. The sale or transfer of ownership, in whole or in part, of Webster AV's interest(s) in Riverdale Parc or Bluestone Commons shall not affect its continuing obligation to retrofit, and/or conduct or allow inspections or surveys of, Riverdale Parc or Bluestone Commons, as specified in this Stipulation, unless Webster AV has obtained in writing, as a condition of sale or transfer, the purchaser or transferee's commitment to assume such obligations, so that the purchaser or transferee will be bound by the terms of this Stipulation to make retrofits and allow or conduct inspections or surveys as set forth in this Stipulation, and will be subject to the jurisdiction of this Court.

22. Should Webster AV decide to sell or transfer any of their ownership in Riverdale Parc or Bluestone Commons in whole or in part, or any portion thereof, prior to the completion of the retrofits specified in this Stipulation for Riverdale Parc or Bluestone Commons, Webster

AV will, at least thirty (30) days prior to completion of the sale or transfer: (a) provide each prospective buyer with a copy of this Stipulation and written notice that the property is subject to this Stipulation, including specifically Webster AV's obligations to either (i) complete required retrofit work and allow inspections, or (ii) assign such obligations to the purchaser or transferee by obtaining the purchaser or transferee's commitment to be bound by this Stipulation, subject to the jurisdiction of this Court; and (b) provide to the United States, by facsimile and first-class or overnight mail, written notice of the owner's intent to sell or transfer ownership, along with a copy of the notice sent to each buyer, and each buyer's name, address and telephone number.

VII. NON-DISCRIMINATION IN OTHER DESIGN AND CONSTRUCTION

23. Webster AV shall design and construct all new Covered Multifamily Dwellings in full compliance with either (i) the Guidelines, or (ii) a standard designated as an FHA safe harbor by the Department of Housing and Urban Development (each a "Standard"). During the term of this Stipulation, upon reasonable notice, the United States will be permitted reasonable access to such properties to inspect for compliance with such standards, rules, and laws.

24. For each new Covered Multifamily Dwelling that Webster AV constructs during the term of this Stipulation, Webster AV shall retain an FHA compliance consultant (the "FHA Consultant") to help ensure that the as-constructed features at such properties comply with the FHA's Accessible Design Requirements. Webster AV shall direct its employees, agents, and/or contractors to seek the FHA Consultant's advice regarding the selection of appliances (e.g., refrigerators and ranges) and fixtures (e.g., doors, thresholds, and lavatories); the effect of deviations from the architects' plans on the accessibility of conditions at the property; as well as other issues that arise during construction that affect accessibility. Further, prior to the completion of construction of each building, Webster AV shall arrange for the FHA Consultant

to conduct a visit of the building to identify any construction issues that may result in inaccessible conditions and recommend appropriate solutions.

25. The agreement or contract between Webster AV and the FHA Consultant shall specify that the FHA Consultant is being retained pursuant to this Stipulation. Further, within thirty (30) days of retaining the FHA Consultant, Webster AV shall provide a copy of this Stipulation to the FHA Consultant and secure the signed statement from the FHA Consultant acknowledging that he or she has received and read the Stipulation and has had an opportunity to have questions about the Stipulation answered. This statement shall be substantially similar to the form of Appendix E.

26. During the term of this Stipulation, Webster AV shall submit, on an annual basis, a certification to the counsel for the United States affirming that they have retained a FHA Consultant for each Covered Multifamily Dwelling under construction during that year and specifying each covered multifamily dwelling for which a FHA Consultant was retained by Webster AV to provide advice and the identity (and affiliation, if applicable) of the FHA Consultant. Webster AV shall provide this certification within 30 days of the end of each 12-month period from the execution of this Stipulation.

27. For the duration of this Stipulation, Webster AV shall maintain, and provide to the United States upon request, the following information and statements regarding any new multifamily dwellings intended to be developed, built, designed, and/or engineered in whole or in part, by Webster AV or by any entities in which Webster AV has a position of control as an officer, director, member, or manager, or has a ten-percent (10%) or more ownership share:

- the name and address of the project;
- a description of the project and the individual units;
- the name, address, and telephone number of the civil engineer(s) involved with the project;

- a statement from the civil engineer(s) involved with the project acknowledging and describing his/her knowledge of and training in the requirements of the FHA and in the field of accessible site design, certifying that he/she has reviewed the engineering documents for site work for the project and that the design specifications therein fully comply with the requirements of the FHA, and stating a Standard with which the design specifications comply;
- the name, address and telephone number of the architect(s) who are employed or retained by Webster AV and are involved with the project;
- a statement from all architect(s) who are employed or retained by Webster AV and are involved with the project, acknowledging and describing his/her knowledge of and training in the requirements of the FHA and the Guidelines, and in the field of accessible site design, certifying that he/she has reviewed the architectural plans for the project and that the design specifications therein fully comply with the requirements of the FHA, and stating a Standard with which the design specifications comply.

28. If the engineering documents or architectural plans referred to in paragraph 25 are revised, and the revisions could have any impact on whether the dwellings or complex complies with the FHA, Webster AV shall obtain, maintain, and provide to the United States upon request, a statement from the site engineer(s) or architect(s) who are employed or retained by Webster AV and are involved with the project, as applicable, that all specifications in the revised engineering documents or architectural plans, as pertinent, comply with the requirements of the FHA, and stating a Standard with which the design specifications comply.

VIII. PAYMENTS TO AGGRIEVED PERSONS

29. Within 30 days of execution of this Stipulation, Webster AV shall deposit in an interest-bearing account the sum of \$37,500 for the purpose of compensating any aggrieved persons who may have suffered as a result of discriminatory housing practices by Webster AV at

Riverdale Parc and Bluestone Commons. This deposited money shall be referred to as the "Initial Settlement Fund."

30. Within thirty (30) days of the execution of this Stipulation, Webster AV shall publish the Notice to Persons Who May Have Suffered from Inadequate Accessible Features at Riverdale Parc or Bluestone Commons ("Notice") at Appendix F informing readers of the availability of compensatory funds. The Notice shall be no smaller than three columns by six inches and shall be published on three occasions in the following newspapers: the *New York Daily News* and the *Journal News*. The three publication dates shall be separated from one another by twenty-one (21) days, and at least two of the publication dates shall be on a Sunday (or Saturday, if the newspaper is not published on Sunday). Within 10 days of each publication, Webster AV shall provide the newspapers containing the Notice to the United States.

31. Within thirty (30) days of execution of this Stipulation, Webster AV shall place on the websites <http://riverdaleparc.com/> and <http://bluestonecommonsactiveadult.com/> a link to an electronic version of the Notice in an Adobe Acrobat Portable Document Format ("PDF"). The link should state "Notice to Persons Who May Have Suffered from Inadequate Accessible Features at [Riverdale Parc or Bluestone Commons]," and should appear on the upper half of the website, in a conspicuous font style and color, in a font size no smaller than the font size for any of the terms "Plans," "Team," "Gallery," and "Contact" as they appeared as on ____, 2018.

32. Within thirty (30) days of the execution of this Stipulation, Webster AV shall send a copy of the Notice to each of the following organizations:

Bronx Independent Living Services
4419 Third Ave., Suite 2C
Bronx, New York 10457

Harlem Independent Living Center
289 St. Nicholas Ave., Suite 21.LL
New York, New York 10027

Independent Living, Inc.
441 East Main Street
Middletown, New York 10940

Rockland Independent Living Center (RILC)
873 Route 45, Suite 108
New City, NY 10956;

United Spinal Association
75-20 Astoria Blvd.
Jackson Heights, New York 11370.

Disability Rights Advocates
1560 Broadway, 10th Floor
New York, New York 10036;

MPY Legal Services, Inc.
299 Broadway
New York, New York 10007;

Fair Housing Justice Center
30-30 Northern Blvd. #302,
Long Island City, New York 11101; and

Legal Services of the Hudson Valley
90 Maple Avenue
White Plains, NY 10601.

33. Within thirty (30) days of the execution of this Stipulation, Webster AV shall send, by first-class mail, postage pre-paid, a copy of the Notice to each identifiable past or present resident at Riverdale Parc and Bluestone Commons. For past residents, Webster AV will have complied with the requirements of this paragraph by mailing such notice to the forwarding address provided by former resident at the time former resident moved out of Riverdale Parc and Bluestone Commons. Within seventy-five (75) days of execution of this Stipulation, Webster AV shall provide the United States with proof that the Notices have been sent. The United States may make its own efforts to locate and provide notice to potential aggrieved persons.

34. Webster AV shall permit the United States, upon reasonable notice, to review any records that may reasonably facilitate its investigations to locate allegedly aggrieved persons and make determinations regarding their potential claims. In addition, Webster AV shall identify to

the United States any allegedly aggrieved persons or any past, present, or prospective residents of Riverdale Parc or Bluestone Commons who have disabilities or regular guests with disabilities, to the extent that Webster AV, or their employees or agents at Riverdale Parc or Bluestone Commons, possess the information required to make such identifications.

35. The United States shall investigate the claims of allegedly aggrieved persons and shall determine which persons are aggrieved and an appropriate amount of damages that should be paid to each such person. The United States will inform Webster AV in writing of each of its determinations, together with a copy of a sworn declaration from each aggrieved person setting forth the factual basis of the claim. If the United States determines that the Initial Settlement Fund is insufficient to compensate all aggrieved persons at Riverdale Parc and Bluestone Commons, the United States shall be entitled to make determinations that award aggrieved persons, in the aggregate, a total amount exceeding the amount in the Initial Settlement Fund, but not exceeding \$105,000.

36. If Webster AV disputes the amount of a payment to an aggrieved person, Webster AV shall, within fourteen (14) days of receiving notice of a determination from the United States (a "Determination"), provide a written objection to the United States, along with any information or documents that they believe may refute the aggrieved person's claim. The United States shall give due consideration to any objections it receives from Webster AV and shall submit, following any objection, its reconsidered determination (a "Reconsidered Determination") to Webster AV, in writing, setting forth the aggrieved person and the amount that the aggrieved person shall be paid. If Webster AV disputes the Reconsidered Determination, it may—within twenty (20) days after receiving the Reconsidered Determination—file an application with the Court to reinstate this case and request that the Court adjudicate Webster AV's objection to the Reconsidered Determination. In such an event, the Court may sustain or overrule the objection.

37. Webster AV shall, no later than twenty (20) days after receiving a Determination to which no objection has been made, or twenty-five (25) days after receiving a Reconsidered Determination to which no objection has been filed with the Court, or ten (10) days after any decision by the Court overruling a filed objection, whichever is earliest, deliver to the United States checks payable to aggrieved persons in the amounts identified by the United States. In no event shall the aggregate of all such checks exceed the amount \$105,000 plus accrued interest. No aggrieved person shall be paid until he/she has executed and delivered to the United States the release at Appendix G.

38. No adverse action shall be taken against any person because such person cooperates with the United States in its investigations, makes a claim, or seeks to make a claim under this Stipulation.

39. In the event that less than the total amount in the Initial Settlement Fund including accrued interest is distributed to aggrieved persons, and after the United States determines that no further aggrieved persons will be identified, then, no later than the earlier of (a) when the United States determines that no further aggrieved persons will be identified, or (b) the expiration of this Stipulation, any remainder in the Initial Settlement Fund shall be paid to the United States Treasury.

IX. CIVIL PENALTIES

40. Within thirty (30) days of the date of the execution of this Stipulation, Webster AV shall pay a civil penalty of \$37,500 pursuant to 42 U.S.C. § 3614(d)(1)(C) to vindicate the public interest. Webster AV shall pay said sum by submitting a check made payable to the "United States of America" to the United States.

X. EDUCATIONAL PROGRAM

41. Within thirty (30) days of the execution of this Stipulation, Webster AV shall provide a copy of this Stipulation to all of its agents and employees involved in the design or construction of Riverdale Parc or Bluestone Commons and secure the signed statement from each agent or employee acknowledging that he or she has received and read the Stipulation, and has had an opportunity to have questions about the Stipulation answered. This statement shall be substantially similar to the form of Appendix H. During the term of this Stipulation, any new employee, agent, or supervisor of Webster AV who will be involved in the design or construction of a new Covered Multifamily Dwellings shall, within thirty (30) days after the date he or she commences an agency or employment relationship with Webster AV, be given a copy of this Stipulation by Webster AV, and Webster AV shall require each such new agent or employee to sign a statement, acknowledging that he or she has received and read the Stipulation, and has had an opportunity to have questions about the Stipulation answered. This statement shall be substantially similar to the form of Appendix I.

42. Within 30 days of the execution of this Stipulation, Webster AV shall provide a copy of this Stipulation to all their agents and employees involved in rental of units at Riverdale Parc or Bluestone Commons, and secure the signed statement from each agent or employee acknowledging that he or she has received and read the Stipulation, and has had an opportunity to have questions about the Stipulation answered. This statement shall be substantially similar to the form of Appendix H.

43. During the term of this Stipulation any new employee, agent, or supervisor of Webster AV who will be involved in the renting of units at Riverdale Parc or Bluestone Commons shall, within 30 days after the date he or she commences an agency or employment relationship with Webster AV, be given a copy of this Stipulation by Webster AV, and Webster

AV shall require each such new agent or employee to sign a statement, acknowledging that he or she has received and read the Stipulation, and has had an opportunity to have questions about the Stipulation answered. This statement shall be substantially similar to the form of Appendix H.

44. In lieu of providing individuals or entities with copies of the Stipulation as required by the preceding paragraphs of Section X, Webster AV may instead provide a summary of the Stipulation with the United States' advance written approval of the form and content of any proposed summary.

45. Webster AV shall also ensure that its employees and agents who have supervisory authority over the design and/or construction of Covered Multifamily Dwellings have a copy of, are familiar with, and personally have reviewed, the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991), and the United States Department of Housing and Urban Development, Fair Housing Act Design Manual, A Manual to Assist Builders in Meeting the Accessibility Requirements of the Fair Housing Act (August 1996, Rev. April 1998). Webster AV and its employees and agents whose duties, in whole or in part, involve the management, sale and/or rental of multifamily dwellings at issue in this case shall be informed of those portions of the FHA that relate to accessibility requirements, reasonable accommodations and reasonable modifications. The educational program provided to employees not engaged in design, construction, or maintenance, such as sales and rental employees, may focus on the portions of the law that relate generally to accessibility requirements as opposed to technical design and construction requirements.

46. Within ninety (90) days of the date of execution of this Stipulation, Webster AV and all employees and agents whose duties, in whole or in part, involve or will involve supervision over the development, design and/or construction of multifamily dwellings of the type at issue in this case shall undergo training on the design and construction requirements of

the FHA. The training shall be conducted by a qualified third-party individual, not associated with Webster AV or its counsel, and approved by the Department of Justice; and any expenses associated with this training shall be paid by Webster AV. Webster AV shall provide to the United States, thirty (30) days before the training, the name(s), address(es) and telephone number(s) of the trainer(s); and copies of any training outlines and materials to be distributed by the trainers. Webster AV shall provide to the United States, thirty (30) days after the training, certifications executed by Webster AV and covered employees and agents confirming their attendance, in a form substantially equivalent to Appendix H.

XI. NOTICE OF WEBSTER AV'S NON-DISCRIMINATION POLICY

47. Within thirty (30) days of the date of execution of this Stipulation, Webster AV shall post and prominently display in the sales or rental offices of all Covered Multifamily Dwellings owned or operated by Webster AV, a sign no smaller than ten (10) by fourteen (14) inches indicating that all dwellings are available for rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

48. For the duration of this Stipulation, in all future advertising in newspapers and electronic media, and on pamphlets, brochures and other promotional literature regarding the existing complexes or any new complexes that Webster AV may develop or construct, Webster AV shall place, in a conspicuous location, a statement that the dwelling units include features for persons with disabilities required by the FHA.

49. One hundred and eighty (180) days after the date of execution of this Stipulation, Webster AV shall submit to the United States an initial report regarding the signed statements of Webster AV's employees and agents who have completed the training program specified in paragraph 44 of this Stipulation. Thereafter, during the term of this Stipulation, Webster AV shall, on the anniversary of the execution of this Stipulation, submit to the United States a report

containing the signed statements of new employees and agents that, in accordance with paragraphs 39-42 of this Stipulation, they have received and read the Stipulation or a summary thereof, and had an opportunity to have questions about the Stipulation or such summary answered, except that the last report shall be due sixty (60) days prior to the anniversary.

50. For the duration of this Stipulation, Webster AV shall advise the United States in writing within fifteen (15) days of receipt of any written administrative or judicial fair housing complaint regarding any property owned, managed, and/or designed or constructed by Webster AV, or, to the extent known, against any employees or agents of Webster AV working at or for any such property, regarding discrimination on the basis of disability in housing. Upon reasonable notice, Webster AV shall also provide the United States all information it may request concerning any such complaint. Webster AV shall also advise counsel for the United States, in writing, within fifteen (15) days of the resolution of any complaint.

51. For the term of this Stipulation, Webster AV is required to preserve all records related to this Stipulation for Riverdale Parc and Bluestone Commons and any other Covered Multifamily Dwellings designed, constructed, owned, or acquired by Webster AV during the duration of this Stipulation. Upon reasonable notice to Webster AV, representatives of the United States shall be permitted to inspect and copy any records of Webster AV or inspect any developments or residential units under Webster AV's control bearing on compliance with this Stipulation at any and all reasonable times, provided, however, that the United States shall endeavor to minimize any inconvenience to Webster AV from such inspections.

XII. LOW-INCOME HOUSING TAX CREDIT PROGRAM COMPLIANCE

52. Webster AV is hereby notified that, in the event that Webster AV fails to comply with any of the terms of this Stipulation and the United States obtains an order establishing such noncompliance, the United States may take any appropriate action, including but not limited to

notifying the appropriate state housing finance agency of the violation. See 26 U.S.C. § 42(m)(1)(B)(iii).

XIII. TERM OF STIPULATION

53. This Stipulation shall, subject to Paragraphs 13 and 21, remain in effect for three (3) years following execution of this Stipulation. By executing this Stipulation, the parties agree that in the event that Webster AV engages in any future conduct occurring during the term of this Stipulation that leads to a determination of a violation of the FHA, such conduct shall constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

54. The term of this Stipulation may be extended by the mutual written agreement of the parties.

55. In the event the United States reinstates this Action, as contemplated by the Settlement Stipulation, Webster AV agrees pursuant to Federal Rule of Civil Procedure 15(a)(2) that the United States may amend the complaint to assert any claims that have not been released under this Stipulation.

56. The parties agree that the only appropriate remedy for either party's failure to perform any non-monetary obligation contained in this Stipulation is specific performance.

57. The United States and Webster AV shall endeavor, in good faith, to resolve any differences regarding interpretation of and compliance with this Stipulation prior to bringing such matters to the Court for resolution.

XIV. TIME FOR PERFORMANCE

58. Any time limits for performance imposed by this Stipulation may be extended by the mutual written agreement of the United States and Webster AV, the consent to which shall not be unreasonably denied or withheld.


XV. MISCELLANEOUS

59. The United States and Webster AV will bear their own costs and attorney's fees associated with this litigation.

60. The United States and Webster AV understand and agree that this Stipulation and the appendices thereto contain the entire agreement between them, and that any statements, representations, promises, agreements, or negotiation, oral or otherwise, between the parties or their counsel that are not included herein shall be of no force or effect.

For the United States:


GEOFFREY S. BERMAN
United States Attorney

By: 
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DATED: December 6, 2018
New York, New York

For Webster AV:

GINSBURG + REDMOND, P.C.

By: 
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DATED: December 6, 2018
Hawthorne, New York

APPENDIX A-1

PUBLIC AND COMMON USE AREAS AT RIVERDALE PARC APARTMENTS

Unless otherwise specified, Defendant shall finish the retrofits identified in this Appendix A-1 no later than 9 months from the entry of the Settlement Stipulation.

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 2

BUILDING ENTRANCE

ELEMENT	CONDITION	AGREED UPON RETROFIT
Building entrance door – maneuvering clearance	Running slope is 3.5%	Will reduce the running slope to 2% max.
Main entrance door – threshold	Threshold is 1 $\frac{1}{8}$ " to 1 $\frac{1}{4}$ " high	Will make flush; or provide $\frac{1}{4}$ " high max. threshold, if not beveled; or provide $\frac{1}{2}$ " high max. threshold, beveled at ratio of 1:2 max. Retrofit may consist of FHA compliant transition strip.
Call panel – clear floor space	Lacks 30" x 48" clear floor space	Will modify to ensure 30" x 48" min. clear floor space
Call panel – slope	Running slope is 4.7%	Will reduce the running slope to 2% max.
Call panel – height	Height of call panel is 51 $\frac{1}{2}$ " AFF	Will provide a parallel approach at 54" AFF max. Alternatively, may provide a forward-only approach at 48" AFF max., measured to the highest operable part

BUILDING ENTRANCE LOBBY

ELEMENT	CONDITION	AGREED UPON RETROFIT
Signature pad for packages – work surface	Work surface is 49" AFF	Will relocate signature pad to ensure that work surface is accessible, <i>i.e.</i> , between 28" and 34" AFF

PARKING GARAGE

ELEMENT	CONDITION	AGREED UPON RETROFIT
Parking space (#31) – access aisle	Access aisle to the parking space is obstructed by structural columns	Will relocate access aisle to provide a clear, unobstructed access aisle to the parking space

BICYCLE STORAGE – GARAGE LEVEL 1

ELEMENT	CONDITION	AGREED UPON RETROFIT
Door from garage to elevator lobby – threshold	Threshold is 2½" high	Will provide a FHA-compliant landing and ramp to ensure that the threshold is flush; is ¼" high max. threshold, if not beveled; or is ½" high max. if beveled at ratio of 1:2 max.

RESIDENT LOUNGE (PARC LOUNGE)

ELEMENT	CONDITION	AGREED UPON RETROFIT
Main entrance door – opening force	Opening force of 10 lbs.	Will decrease the opening force to 5 lbs. max.
Main entrance door – closing speed	Closing speed is less than 2 seconds	Will modify door to ensure 3 sec. min. closing speed from 90 degrees open to 12 degrees open
Main entrance door – maneuvering clearance	16¾" pull side latch clearance	Will increase the pull side latch clearance to 18" min. or provide automatic door opener
Lighting sconces	Sconces protrude 5" from the wall at 61" AFF	Will reduce protrusion to 4" max.; raise sconces to 80" AFF min.; or provide a cane-detectable barrier below
Door to outside seating area – maneuvering clearance	Maneuvering clearance on exterior side has a running slope of 5.3% to 5.4%	Will raise patio blocks to achieve flat landing or remove seating

RESIDENT LOUNGE (PARC LOUNGE) WOMEN'S TOILET ROOM

ELEMENT	CONDITION	AGREED UPON RETROFIT
Toilet – grab bars	Lacks grab bars	Will install compliant side and rear grab bars

Toilet – centerline	Centerline is 19¼" from side wall	Will install off-set flange to reduce the centerline to 16" to 18" from the side wall
Toilet – seat height	Seat height is 16¼" AFF	Will raise the seat to 17" to 19" AFF
Lavatory – pipe insulation	No pipe insulation	Will install pipe insulation

RESIDENT LOUNGE (PARC LOUNGE) MEN'S TOILET ROOM

ELEMENT	CONDITION	AGREED UPON RETROFIT
Toilet – grab bars	Lacks grab bars	Will install compliant side and rear grab bars
Toilet – centerline	Centerline is 15" from side wall	Will install off-set flange to increase the centerline to 16" to 18" from the side wall
Toilet – seat height	Seat height is 16¼" AFF	Will raise the seat to 17" to 19" AFF
Lavatory – pipe insulation	No pipe insulation	Will install pipe insulation

RESIDENT LOUNGE (PARC LOUNGE) KITCHEN

ELEMENT	CONDITION	AGREED UPON RETROFIT
Entrance door – threshold	Threshold is 1 1/16" high	Will make flush; or provide ¼" high max. threshold, if not beveled; or provide ½" high max. threshold, beveled at ratio of 1:2 max. Retrofit may consist of FHA compliant transition strip.

FITNESS CENTER/CHILDREN'S PLAYROOM

ELEMENT	CONDITION	AGREED UPON RETROFIT
Main entrance door – opening force	Opening force of 11 lbs.	Will decrease the opening force to 5 lbs. max.
Entrance door – Fitness Room to Children's Playroom	Opening force of 13 lbs.	Will decrease the opening force to 5 lbs. max.
Entrance door – Hallway to Children's Playroom	Opening force of 13 lbs.	Will decrease the opening force to 5 lbs. max.

ROOFTOP VERANDA

ELEMENT	CONDITION	AGREED UPON RETROFIT
Entrance door – maneuvering clearance	5" push side latch clearance	Will increase the push side latch clearance to 12" min. or remove door closer

APPENDIX A-2

PUBLIC AND COMMON USE AREAS AT BLUESTONE COMMONS APARTMENTS

Unless otherwise specified, Defendant shall finish the retrofits identified in this Appendix A-2 no later than 9 months from the entry of the Settlement Stipulation.

BUILDING 4

ELEMENT	CONDITION	AGREED UPON RETROFIT
Entrance door – threshold	Threshold is 1" high on the exterior side	Will make flush; or provide ¼" high max. threshold, if not beveled; or provide ½" high max. threshold, beveled at ratio of 1:2 max. Retrofit may consist of FHA compliant transition strip.
Entrance door – threshold	Transition strip is sloped at approximately 20% on the interior side	Will replace transition strip to provide for 8.33% max. running slope
Entrance door – closing speed	Closing speed is approximately 1.5 to 2 seconds	Will increase closing speed to 3 second min. from 90 degrees open to 12 degrees open
Entrance doors – maneuvering clearance	Running slope is 4.7% at the door	Will lift or replace concrete landing to reduce running slope to 2% max.
Side entrance door near accessible parking – maneuvering clearance	Entrance door has 7½" pull side latch clearance	Will make accessible the parking space closest to main entrance
Curb ramp at street crossing to dumpster from Building 4 – level change	Abrupt level change of ¾" to 1"	Concrete patch to be added at base of curb ramp. Alternatively, trash valet service will be offered to tenants upon request.
Curb ramp at accessible parking (rear) – slope	Cross slope is 4.5% at the left wing. Cross slope is 6.5% at the right wing.	Will replace curb ramps to reduce cross slopes to 2% max. at the left and right wings

BUILDING 4 - FIRST FLOOR FITNESS CENTER

ELEMENT	CONDITION	AGREED UPON RETROFIT
Sign – letters	No raised letters	Will install new signage with raised letters and Braille
Light switch – clear floor space	Floor space at the light switch control is obstructed by a cabinet	Will remove cabinet to ensure unobstructed floor space at the light switch control

BUILDING 4 - SECOND FLOOR YOGA ROOM

ELEMENT	CONDITION	AGREED UPON RETROFIT
Sign	No raised letters	Will install new signage with raised letters and Braille
Coat hooks	Coat hooks located 57" and 60" AFF	Will lower one coat hook to 54" max. AFF for side reach and/or 48" max. AFF for forward reach

BUILDING 5

ELEMENT	CONDITION	AGREED UPON RETROFIT
Entrance door – threshold	Threshold is 1 1/8" high on the exterior side	Will make flush, or provide 1/4" high max. threshold, if not beveled, or provide 1/2" max threshold, beveled at ratio of 1:2 max.
Entrance door – threshold	Transition strip is sloped at 20% on the interior side	Will replace transition strip to reduce slope to 8.33% max.
Dumpster – across driveway at building rear – accessible route	No accessible route across the driveway to the dumpster location that does not include travel on/along the drive. 1 1/2" abrupt level change at the dumpster.	Concrete patch to be added at base of curb ramp. Alternatively, trash valet service will be offered to tenants upon request.
Curb ramp at accessible parking (right) – level change	Abrupt level change of 3/4" to 1" high	Will make flush, or provide 1/4" high max. threshold, if not beveled, or provide 1/2" max threshold, beveled at ratio of 1:2 max.
Curb ramp at accessible parking (right) – slope	Running slope is 11.9% and cross slope is 3.6% at the left wing. Cross slope is 3.8% at the right wing.	Will reduce running slope to 8.33% max. at the left wing and cross slopes to 2% max. at the left and right wings
Curb ramp at accessible parking (left) -- level change	Abrupt level change of 1 1/4" high	Will make flush, or provide 1/4" high max. threshold, if not beveled, or provide 1/2" max threshold, beveled at ratio of 1:2 max.
Curb ramp at accessible parking (left) – slope	Running slope is 11.7% and cross slope is 3.9% at the left wing. Running slope is 9.8% and cross slope is 4% at the right wing.	Will reduce running slopes to 8.33% max. and cross slopes to 2% max. at the left and right wings

Sidewalk approaching building entrance – slope	Running slope is 3.9% to 6.4%	Will adjust running slope to 5% max., or 8.33% max. if constructed as a ramp
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BUILDING 5 - FIRST FLOOR LIBRARY

ELEMENT	CONDITION	AGREED UPON RETROFIT
Sign – letters	Sign does not have raised letters	Will install new signage with raised letters and Braille
Light switch – clear floor space	Floor space at light switch control is obstructed by a chair	Will modify to ensure unobstructed floor space at the light switch control

BUILDING 6

ELEMENT	CONDITION	AGREED UPON RETROFIT
Entrance door – threshold	Threshold is $\frac{3}{8}$ " high on the interior side, with no bevel	Will make flush, or provide $\frac{1}{4}$ " high max. threshold, if not beveled, or provide $\frac{1}{2}$ " max threshold, beveled at ratio of 1:2 max. Retrofit may consist of FHA compliant transition strip.
Entrance – call panel	No clear floor space at the call panel	Will provide 30" by 48" min. clear floor space at the call panel
Rear entrance door on route to dumpster - maneuvering clearance	Rear entrance door has 7" pull side latch clearance	Will increase the pull side latch clearance to 18" min. Alternatively, trash valet service will be offered to tenants upon request.
Rear entrance door on route to dumpster – slope	Running slope is 7.6%	Will reduce running slope to 5% max. Alternatively, trash valet service will be offered to tenants upon request.
Rear entrance door on route to dumpster – threshold	Threshold is $1\frac{3}{8}$ " high on the interior side, with no bevel and $1\frac{1}{2}$ " high on the exterior side, with no bevel	Will make flush, or provide $\frac{1}{4}$ " high max. threshold, if not beveled, or provide $\frac{1}{2}$ " max threshold, beveled at ratio of 1:2 max. Alternatively, trash valet service will be offered to tenants upon request.
Rear route to dumpster – slope	Running slope is 3.9% to 9%	Will reduce running slope to 5% max., or 8.33% max. if constructed as a ramp

		Alternatively, trash valet service will be offered to tenants upon request.
Sidewalk connecting rear entrance to curb ramp at street crossing to dumpster – slope	Cross slopes are 3% to 3.4% at two locations	Will reduce cross slopes to 2% max. at both locations. Alternatively, trash valet service will be offered to tenants upon request.
Curb ramp at street crossing to dumpster – slope	Cross slope is 3.2% at the left wing	Will reduce cross slope to 2% max. at the left wing. Alternatively, trash valet service will be offered to tenants upon request.
Curb ramp at street crossing to dumpster – slope	Running slope is 11.4% and cross slope is 2.7%	Will reduce running slope to 8.33% max. and cross slope to 2% max. Alternatively, trash valet service will be offered to tenants upon request.
Curb ramp at mailboxes on mailbox side of crossing – slope	Running slope is 12.6% at the left wing	Will reduce running slope to 8.33% max. at the left wing. Alternatively, trash valet service will be offered to tenants upon request.
Curb ramp at mailboxes on Building 5 side of crossing – slope	Running slope is 11.6% and cross slope is 2.6%	Will reduce running slope to 8.33% max. and cross slope to 2% max. or provide alternate FHA compliant route.
Curb ramp at mailboxes on Building 5 side of crossing – level change	Abrupt level change of ½" to ¾"	Will make flush, or provide ¼" high max. threshold, if not beveled, or provide ½" max threshold, beveled at ratio of 1:2 max. or provide alternate FHA compliant route.
Sidewalk between curb ramp from crossing to mailboxes and building entrance – slope	Cross slopes at multiple locations are 2.7% to 4.7%	Will reduce cross slopes at all locations to 2% max. or provide alternate FHA compliant route.
Curb ramp along sidewalk between curb ramp from crossing to mailboxes and building entrance – slope	Running slope is 10.3% and cross slope is 2.5% at the left wing. Running slope is 10.3% at the right wing. Cross slope is 5.1% at the ramp run.	Will reduce running slopes to 8.33% max. and cross slopes to 2% max. at the left and right wings, as well as the ramp run
Curb ramp (nearest building entrance) along sidewalk between curb ramp from crossing to	Running slope is 14.1% at the left wing. Running slope is 11.6% and cross slope is 3.6% at the right wing. Cross slope is 3.5% at the ramp run.	Will reduce running slopes to 8.33% max. and cross slope to 2% max. at the left and right wings and the ramp run or provide alternate FHA compliant route.

mailboxes and building entrance – slope		
Connection between front sidewalk and building entrance – level change	Abrupt level change of up to ½" at front sidewalk and 1" wide gap	Will make flush; or provide ¼" high max. threshold, if not beveled, or provide ½" max threshold, beveled at ratio of 1:2 max.; and will reduce gap to ½" wide max. Alternately, will provide another FHA compliant route.

BUILDING 6 - CLUB ROOM

ELEMENT	CONDITION	AGREED UPON RETROFIT
Doors – closing speed	Closing speed for both doors is 1.5 to 2 seconds	Will increase closing speed to 3 second min. from 90 degrees open to 12 degrees open
Doors – thresholds at rear and front patios	Both doors are 7/8" " high on interior side, without bevel, and ½" high on exterior side, with no bevel	Will make flush; or provide ¼" high max. threshold, if not beveled; or provide ½" max threshold, beveled at ratio of 1:2 max. Retrofit may consist of FHA compliant transition strips.

BUILDING 6 - UNISEX TOILET ROOM (RIGHT)

ELEMENT	CONDITION	AGREED UPON RETROFIT
Door – opening force	Maximum opening force of door exceeds 5 lbs. of force	Will adjust door closer so that 5 lbs. maximum opening force can be achieved
Paper towel dispenser	Dispenser protrudes 6"	Will reduce towel dispenser to 4" max. protrusion, or provide cane-detectable barrier below

BUILDING 6 - MAILBOXES

ELEMENT	CONDITION	AGREED UPON RETROFIT
Mailboxes – height	Top two rows of mailboxes are located higher than 54" AFF	Tenants will be assigned with mailboxes within accessible reach ranges upon request

BUILDING 6 - PET LITTER STATIONS

ELEMENT	CONDITION	AGREED UPON RETROFIT
Accessible route to litter stations at Building 5 and Building 6	No accessible route to pet litter stations	Will provide minimum of at least one accessible route to 5% pet litter stations

APPENDIX B-1

UNIT RETROFITS AT RIVERDALE PARC APARTMENTS

Unless otherwise specified, Defendant shall finish the retrofits identified in this Appendix B-2 no later than 12 months from the entry of the Settlement Stipulation.

CLEAR OPEN WIDTH OF DOORS

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 3, SEC. (2)

UNIT(S)	CONDITION	AGREED UPON RETROFIT
All bedroom and bathroom doors – All units	Doors lack 31 ⁵ / ₈ " minimum clear open width	Will increase clear open width to 31 ⁵ / ₈ " min. ¹ Retrofit will be made upon vacancy, on request, or within the term of the Settlement Stipulation.
Walk-in closet door width – Type 6 (floors 2–7) units	Doors lack 31 ⁵ / ₈ " minimum clear open width	Will fir-out rear of closet wall so that the closet depth will not exceed 24", or provide shelving brackets so that shelves can be installed at 54" high within 10" of closet opening. In 3 units, retrofit will be made upon vacancy, on request, or within the term of the Settlement Stipulation. For balance of units, retrofit will be made upon request.
Walk-in closet door width – Type 1 and 3 units	Doors lack 31 ⁵ / ₈ " minimum clear open width	Will fir-out rear of closet wall so that the closet depth will not exceed 24", or provide shelving brackets so that shelves can be installed at 54" high within 10" of closet opening. In 6 units, retrofit will be made upon vacancy, on request, or within the term of the Settlement Stipulation. For balance of units, retrofit will be made upon request.

¹ In 2-bedroom and 3-bedroom units with more than one bathroom, Defendant may retrofit the door to one full bathroom.

Balcony doors – Type 1, 2, 3 (floors 2–6), 4, and 6 (floors 2–7) units	Sliding doors lack 31 ⁵ / ₈ " clear open width	Will increase clear open width to 31 ⁵ / ₈ " min. Retrofit may consist of removing door stops. Retrofit will be made upon vacancy, on request, or within the term of the Settlement Stipulation.
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**UNIT ENTRANCE, BATHROOM, AND BALCONY DOOR THRESHOLDS
FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 4, SEC. (2)**

UNIT(S)	CONDITION	AGREED UPON RETROFIT
Unit entrance door thresholds – Type 6 (first floor) units	Thresholds are 3/8" high on unit side, with no bevel	Will make flush; or provide ¼" high max. threshold, if not beveled; or provide ½" max. threshold, beveled at ratio of 1:2 max. Retrofit may consist of FHA compliant transition strips. Retrofit will be made upon vacancy, on request, or within the term of the Settlement Stipulation.
Hall bathroom door thresholds – Type 3, 4, and 6 (floors 2–7) units	Thresholds are 3/8" high, with no bevel	Will make flush; or provide ¼" high max. threshold, if not beveled; or provide ½" max. threshold, beveled at ratio of 1:2 max. Retrofit may consist of FHA compliant transition strips. Retrofit will be made upon vacancy, on request, or within the term of the Settlement Stipulation.
Balcony door thresholds – Type 1, 2, 3, 4, and 6 (floors 2–7) units	Interior-side thresholds are 1" to 1 ⁷ / ₈ " high	Will provide rubber ramps with 8.33% max slope. Retrofit will be made upon vacancy, on request, or within the term of the Settlement Stipulation.

ENVIRONMENTAL CONTROLS

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 5

UNIT(S)	CONDITION	AGREED UPON RETROFIT
Thermostats -- All units	Thermostats are located above 48" AFF	Will provide wireless, remote-controlled thermostats upon request ²
Light Switches -- All units	Light switches are located at 49" to 49½" AFF	Will lower to 48" max. AFF, measured to the highest operable part, upon request

KITCHEN OUTLETS

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 5

UNIT(S)	CONDITION	AGREED UPON RETROFIT
Type 1, 5, and 6 (all floors) units	Outlets near the range are less than 12" from end wall or partition	Will provide GFI power strips that provide 12" distance from end wall or partition
Type 3 (floors 2-6) units	Outlets near the ranges or refrigerators are less than 36" from the countertop corner	Will provide GFI power strips that provide 36" distance from the countertop corner
All units	Kitchen outlets are located 46¾" to 47" AFF	Will provide GFI power strips upon request

KITCHEN SINKS

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 7, SEC. (1)(a)

UNIT(S)	CONDITION	AGREED UPON RETROFIT
Sink centerlines -- Type 2 and 3 units	Sink centerlines less than 24" from the adjacent base cabinet	<p>Will adjust sink centerlines to 24" min.; or 15" min., with a removable base cabinet, finished wall, and finished floor surfaces below the sink</p> <p>In 4 units, retrofit will be made upon vacancy, on request, or within the term of the Settlement Stipulation. For balance of units, retrofit will be made upon request.</p>

² Defendant agrees to maintain at least nine (9) such wireless, remote-controlled thermostats at Riverdale Parc at all times.

Sink clear floor space – Type 2 units	Kitchen sink clear floor space only 16" wide	Will install removable base cabinets, finished wall, and finished floor space below the sink. In 4 units, retrofit will be made upon vacancy, on request, or within the term of the Settlement Stipulation. For balance of units, retrofit will be made upon request.
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KITCHEN CLEARANCE

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 7, SEC. (1)(b)

UNIT(S)	CONDITION	AGREED UPON RETROFIT
Type 5 and 6 (first floor) units	Less than 40" min. width at cabinets, refrigerator, dishwasher, and/or range	Will increase width at cabinets, refrigerator, dishwasher, and/or range to 40" min. In 4 units, retrofit will be made upon vacancy, on request, or within the term of the Settlement Stipulation. For balance of units, retrofit will be made upon request.
Type 6 (floors 2-7) units	Less than 40" min. width at range	Ranges will be pushed back to provide between 39" and 40" width
Type 1 and 4 units	Less than 40" min. width at the refrigerator	Low-profile refrigerator will be installed upon request

BATHROOM CLEAR FLOOR SPACE

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 7, SEC. (2)(a)(i)

UNIT(S)	CONDITION	AGREED UPON RETROFIT
Type 1 (master bathroom) and 5 units	Clear floor space less than 30" x 48" beyond the door swing	Will install removable base cabinets that provide knee clearance 27" min. AFF, and toe clearance 9" min. AFF, as well as finished wall and floor surfaces below the lavatory.

		In 4 units, retrofit will be made upon vacancy, on request, or within the term of the Settlement Stipulation. For balance of units, retrofit will be made upon request.
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BATHROOM LAVATORIES

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 7, SEC. (2)(a)(ii)

UNIT(S)	CONDITION	AGREED UPON RETROFIT
Unit and hallway bathroom lavatories – Type 1, 3, 5, and 6 units	Centerlines less than 24" from the bathtub, with no removable base cabinets	Will install removable base cabinets that provide knee clearance of 27" min. AFF, and toe clearance of 9" min. AFF, as well as finished wall and floor surfaces below the lavatory. In 4 units, retrofit will be made upon vacancy, on request, or within the term of the Settlement Stipulation. For balance of units, retrofit will be made upon request. ³
Master bathroom lavatory –Type 1 units	Left lavatory centerline is 14½" from the bathtub, with no removable base cabinets; are 14½" to 14¾" from the bathtub and side wall, with no removable base cabinets	Will provide for 24" min. centerline; or 15" min. centerline, with a removable base cabinet that provides knee clearance of 27" min. AFF, and toe clearance of 9" min. AFF, as well as finished wall and floor surfaces below the lavatory. In 4 units, retrofit will be made upon vacancy, on request, or within the term of the Settlement Stipulation. For balance of units, retrofit will be made upon request.

³ In 2-bedroom and 3-bedroom units with more than one bathroom, Defendant may retrofit the lavatory in one full bathroom so long as it is the same bathroom for which Defendant retrofits the door to increase the clear opening width.

BATHROOM CLEARANCE

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 7, SEC. (2)(a)(ii)

UNIT(S)	CONDITION	AGREED UPON RETROFIT
Type 6 (floors 2-7) units	Clearance only 32" wide at the toilet	Will modify lavatory to provide 33" wide min. clearance upon request

APPENDIX B-2

UNIT RETROFITS AT BLUESTONE COMMONS APARTMENTS

Unless otherwise specified, Defendant shall finish the retrofits identified in this Appendix B-2 no later than 12 months from the entry of the Settlement Stipulation.

CLEAR OPEN WIDTH OF DOORS

FAIR HOUSING, ACCESSIBILITY GUIDELEINES REQUIREMENT 3, SEC. (2)

UNIT(S)	CONDITION	AGREED UPON RETROFIT
2 nd bedroom door width – Type A and B units	Doors lack 31 ⁵ / ₈ " minimum clear open width	Will increase clear width to 31 5/8" min., with the use of a swing-clear offset door hinge. Retrofit will be made upon vacancy, on request, or within the term of the Settlement Stipulation.
Walk-in closet door width – Type C and G units	Doors lack 31 ⁵ / ₈ " minimum clear open width	Will fir-out rear of closet wall so that the closet depth will not exceed 24", or provide shelving brackets so that shelves can be installed at 54" high within 10" of closet opening. In 4 units, retrofit will be made upon vacancy, on request, or within the term of the Settlement Stipulation. For balance of the units, retrofit will be made upon request.
Walk-in closet door width – Type A, B, D, and E units	Doors lack 31 ⁵ / ₈ " minimum clear open width	Will fir-out rear of closet wall so that the closet depth will not exceed 24", or provide shelving brackets so that shelves can be installed at 54" high within 10" of closet opening. In 7 units, retrofit will be made upon vacancy, on request, or within the term of the Settlement Stipulation. For balance of units, retrofit will be made upon request.

UNIT ENTRANCE DOOR THRESHOLD

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 4, SEC. (2)

UNIT(S)	CONDITION	AGREED UPON RETROFIT
Type B, C, D, and E units	5/8" high on unit side, with no bevel	Will provide transition strip, or provide 1/2" max. threshold, beveled at ratio of 1:2 max.

BALCONY DOOR THRESHOLD

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 4, SEC. (4)

UNIT(S)	CONDITION	AGREED UPON RETROFIT
All units	Exterior side thresholds are 4 3/4" to 6" high	Will reduce exterior side threshold to 4" max. by providing pavers; or deck board will be installed flush with unit upon request.
All units	Interior side thresholds are 5/8" to 1 1/2" high, with no bevel	Will provide rubber ramp with 8.33% max. slope. Retrofit will be made upon vacancy, on request, or within the term of the Settlement Stipulation.

UNIT ENTRANCE DOOR MANEUVERING CLEARANCE

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 2

UNIT(S)	CONDITION	AGREED UPON RETROFIT
Type F units	3 5/8" clearance at latch side on push side of door	Will modify to ensure 12" min. clearance at latch side on push side of door upon request

ENVIRONMENTAL CONTROLS

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 5

UNIT(S)	CONDITION	AGREED UPON RETROFIT
Thermostats – Type A, D, and E units	Thermostats are located at 60 1/4" to 61 3/4" above finished floor (AFF)	Will provide wireless, remote-controlled thermostats in all Types D and E units and 16 of the Type A units. Retrofit will be made upon vacancy, on request, or within the term of the Settlement Stipulation.

		For the remaining Type A units, will provide wireless, remote-controlled thermostats upon request. ¹
Thermostats – Type B, C, F, and G units	Thermostats are located more than 48" above finished floor (AFF)	Will provide wireless, remote-controlled thermostats upon request.
Light Switches – All units	Light switches are located at 48½" to 50" above finished floor (AFF)	Will lower to 48" max. AFF, measured to the highest operable part, upon request.

KITCHEN OUTLETS

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 5

UNIT(S)	CONDITION	AGREED UPON RETROFIT
Type B, C, E, and F units	Outlets next to range and sink between 18" and 30¼" from countertop corner	Will provide wall-mounted power strips to ensure outlets are at least 36" from the corner
Type C and E units	Outlets next to refrigerator are between 2½" and 5¼" from the face of the refrigerator	Will provide wall-mounted power strips to ensure outlets are at least 12" from the face of the refrigerator

KITCHEN CLEAR FLOOR SPACE

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 5

UNIT(S)	CONDITION	AGREED UPON RETROFIT
Type G units	Clear floor space is less than 48" deep perpendicular to the refrigerator, at 39"	Will remove side wall to provide clear floor space of 48" by 30" perpendicular to the refrigerator upon request.

BATHROOM TOILETS

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 7, SEC. (2)(a)(ii)

UNIT(S)	CONDITION	AGREED UPON RETROFIT
Type A units	Centerline is 15½" from side wall	Will adjust to provide for centerline 16" to 18" from side wall upon request.

¹ Defendant agrees to maintain at least three (3) wireless, remote-controlled thermostats at Bluestone Commons at all times.

BATHROOM LAVATORIES

FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 7, SEC. (2)(a)(ii)

UNIT(S)	CONDITION	AGREED UPON RETROFIT
All units	Centerline is 18¼" to 18¾" from side wall; no removable base cabinet	<p>Will install removable base cabinets in one bathroom that provides knee clearance 27" min. AFF, and toe clearance 9" min. AFF, as well as finished wall and floor surfaces below the lavatory.</p> <p>In 10 units, retrofit will be made upon vacancy, on request, or within the term of the Settlement Stipulation. For balance of units, retrofit will be made upon request.</p>

APPENDIX C

**NOTICE OF RETROFITS TO PUBLIC AND COMMON USE AREAS
OF RIVERDALE PARC AND BLUESTONE COMMONS**

To Our Residents and Prospective Residents:

Federal law requires that the public and common use areas at Riverdale Parc and Bluestone Commons to contain accessibility features for persons with disabilities. Over the next nine months, we will be undertaking a program of retrofits to the public and common use areas at these properties to make them more accessible to persons with disabilities.

A list of mandatory retrofits we will be undertaking is available at your request. We do not anticipate that current residents will have to be relocated during the term of their tenancy or that prospective residents will have their move-in dates delayed because of the retrofits we will be undertaking.

Should you have questions regarding this letter, please contact the building management for Riverdale Parc or Bluestone Commons or the United States Attorney's Office, Southern District of New York, at (212) 637-0840.

Sincerely,
Riverdale Parc/Bluestone Commons

APPENDIX D

NOTICE TO RESIDENTS OR PROSPECTIVE RESIDENTS OF RETROFITS FOR RIVERDALE PARC AND BLUESTONE COMMONS, WHICH MUST BE SCHEDULED WITHIN THE NEXT TWELVE MONTHS

Webster AV Management is dedicated to the principle of equal housing opportunity. The federal Fair Housing Act requires that apartments in newer apartment communities have certain features of physical accessibility for people with disabilities.

This is to advise you that, as a result of a settlement in a case brought by the United States against the developers and designers of this apartment complex, we have agreed to modify, by varying degrees, certain apartments at Riverdale Parc and Bluestone Commons to provide greater accessibility for people with disabilities. Your unit or prospective unit is one of those that has been identified as appropriate for certain retrofits. We want you to know that you may request to have your apartment, or prospective apartment, modified now at no cost to you. Should you have to move out temporarily, we will pay reasonable relocation and housing expenses while the modifications are being made.

Depending on the particular features in your unit, the modifications may include:

- Modification of door entries and thresholds to ensure accessibility to persons in wheelchairs;
- Modification of bathrooms to ensure accessibility to persons in wheelchairs;
- Modification of kitchen countertops to ensure usability by persons with disabilities;
- Replacement of existing thermostats with wireless thermostats; or
- Provision of power strips for electrical outlets.

While you do not have to request the modifications now, you should be aware that some of this work may be required at some point during the term of your lease. A representative will be contacting you soon to review these modifications and to discuss a time frame within which these modifications may be made.

If you have any questions, please contact us at the management office.

APPENDIX E

ACKNOWLEDGMENT OF RECEIPT OF STIPULATION

I _____, am an employee of _____ and my duties include _____. I have received and read a copy of the Settlement Stipulation, or a summary thereof, in *United States of America v. Webster AV Management, LLC*, 16 Civ. 9913 (PGG) (S.D.N.Y.), and have been given instruction on (1) the terms of this Settlement Stipulation, (2) the requirements of the Fair Housing Act, particularly related to the Act's design and construction requirements, and (3) my responsibilities and obligations under the Settlement Stipulation and the Fair Housing Act. I have had all of my questions concerning the Settlement Stipulation answered to my satisfaction.

_____, 20____

Employee Signature

APPENDIX F

NOTICE TO PERSONS WHO MAY HAVE SUFFERED FROM INADEQUATE ACCESSIBLE FEATURES AT RIVERDALE PARC AND BLUESTONE COMMONS

On _____, 2018, the United States District Court for the Southern District of New York approved a settlement resolving a lawsuit brought by the United States Department of Justice against the developer of Riverdale Parc and Bluestone Commons alleging that the developer failed to include certain accessible features for persons with disabilities required by the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(c), in the design and construction of those two rental properties.

Under this settlement, a person may be entitled to receive monetary relief if, in relation to any of the properties identified below, he or she:

- WAS DISCOURAGED FROM LIVING AT THAT PROPERTY BECAUSE OF THE LACK OF ACCESSIBLE FEATURES;
- HAS BEEN HURT IN ANY WAY BY THE LACK OF ACCESSIBLE FEATURES AT THAT PROPERTY;
- PAID TO HAVE AN APARTMENT AT THAT PROPERTY MADE MORE ACCESSIBLE TO PERSONS WITH DISABILITIES; OR
- WAS OTHERWISE DISCRIMINATED AGAINST ON THE BASIS OF DISABILITY AT THAT PROPERTY.

The properties relevant to this notice are:

- RIVERDALE PARC
- BLUESTONE COMMONS

If you wish to make a claim for discrimination on the basis of disability, or if you have any information about persons who may have such a claim, please contact the United States Attorney's Office, Southern District of New York at 212-637-0840. You may also fax us at 212-637-2702 or write to:

United States Attorney's Office, Southern District of New York
Attn: Civil Rights Unit
86 Chambers Street
New York, New York 10007

NOTE: You must call or write no later than _____, 20__.

APPENDIX G

RELEASE FORM

In consideration of the payment of the sum of _____ dollars (\$ _____), pursuant to the Settlement Stipulation entered in *United States v. Webster AV Management, LLC*, 16 Civ. 9913 (PGG) (S.D.N.Y.), I hereby release Webster AV Management, LLC from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in the above-styled action.

I fully acknowledge and agree that this release of the above-named parties shall be binding on my heirs, representatives, executors, successors, administrators, and assigns.

I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

(Signature)

(Print name)

(Date)

APPENDIX H

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STIPULATION

I _____, am an employee of _____ and my duties include _____. I have received and read a copy of the Settlement Stipulation, or a summary thereof, in *United States v. Webster AV Management LLC*, 16 Civ. 9913 (PGG) (S.D.N.Y.), and have been given instruction on (1) the terms of this Settlement Stipulation, (2) the requirements of the Fair Housing Act, particularly related to the Act's design and construction requirements, and (3) my responsibilities and obligations under the Settlement Stipulation and the Fair Housing Act. I have had all of my questions concerning the Settlement Stipulation answered to my satisfaction.

_____, 20____

Employee Signature

APPENDIX I

CERTIFICATION OF FAIR HOUSING TRAINING

On _____, I attended training on the federal Fair Housing Act, including its requirements concerning physical accessibility for persons with disabilities. I was also instructed as to the rental policies and procedures, including the nondiscrimination, complaint, and reasonable accommodation policies of the Fair Housing Act. I have had all of my questions concerning the Fair Housing Act answered to my satisfaction.

Employee Signature

Print Name

Date